

C. Enter judgment that Defendants' acts are in violation of Maryland Uniform Trade Secrets Act through the misappropriation of VSC's trade secrets;

D. Enter judgment that Defendants' acts of trade secret misappropriation are willful;

E. Temporarily, preliminarily and permanently enjoin Defendants, their parents, subsidiaries, affiliates, divisions, officers, agents, servants, employees, directors, partners, representatives, and all parties in active concert and/or participation with it, from engaging in the aforesaid unlawful acts of infringement;

F. Temporarily, preliminary, and permanently enjoin Defendants from marketing, servicing and selling in the United States and elsewhere its products that incorporate trade secrets misappropriated from VSC and order the recall thereof;

G. Order Defendants to account for and pay to Plaintiff all damages caused to Plaintiff by Defendants' unlawful acts;

H. Award Plaintiff increased damages and attorneys' fees pursuant to 35 U.S.C. §§ 284 and 285, and 765 ILCS 1065/5;

I. Award Plaintiff its interest and costs incurred in this action; and

J. Grant Plaintiff such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff demands trial by jury for all issues so triable.

VALUE-SECURITY COMPANY, LLC,

Date: May 3, 2011

By: /s/ Noam B. Fischman
Noam B. Fischman (D. Md. Bar No. 16311)
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CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

VALUE-SECURITY COMPANY, LLC

(b) County of Residence of First Listed Plaintiff Fairfield (Connecticut)
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Noam B. Fischman, Esq., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., 701 Pennsylvania Ave., NW, Washington, DC 20004, 202-434-7300

DEFENDANTS

AEGON DIRECT MARKETING SERVICES, INC. and
TRANSAMERICA CORPORATION

County of Residence of First Listed Defendant Baltimore (Maryland)
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☐ 2 ☐ 3 ☐ 4 Incorporated or Principal Place of Business in This State ☐ 1 ☐ 2 ☐ 3 ☒ 4
- Citizen of Another State ☐ 1 ☐ 2 ☐ 3 Incorporated and Principal Place of Business in Another State ☐ 1 ☐ 2 ☐ 3 ☐ 4
- Citizen or Subject of a Foreign Country ☐ 1 ☐ 2 ☐ 3 Foreign Nation ☐ 1 ☐ 2 ☐ 3 ☐ 4

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employees' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Injury <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Sanctionization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Petitions to Vacate Sentence <input type="checkbox"/> Habes Corpus: <input type="checkbox"/> 510 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWD/DIWD (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(a)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habes Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Accidents					

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
35 U.S.C. § 271
Brief description of cause:
Patent infringement

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** injunctive relief and damages to be proven at trial **CHECK YES only if demanded in complaint**
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

5/3/11
FOR OFFICE USE ONLY

Noam B. Fischman

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section ("see attachment").

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity.

Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
(Baltimore Division)**

VALUE-SECURITY COMPANY, LLC,

Plaintiff,

v.

**AEGON DIRECT MARKETING
SERVICES, INC. and
TRANSAMERICA CORPORATION,**

Defendants.

RDB11CV1164

Civil Action No.: _____

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Value-Security Company, LLC (“VSC” or “Plaintiff”) brings this action against Defendants Aegon Direct Marketing Services, Inc. (“Aegon”) and Transamerica Corporation (“Transamerica,” collectively with Aegon, “Defendants”) for patent infringement, trade secret misappropriation, and breach of a non-compete agreement. By this Complaint, Plaintiff seeks, *inter alia*, monetary damages and injunctive relief and alleges as follows:

PARTIES

1. Plaintiff VSC is a Delaware limited liability company with a principal place of business at Sherman’s Way, Westport, Connecticut.
2. Upon information and belief, Defendant Aegon is a Maryland corporation with a principal place of business at 520 Park Avenue, Baltimore, Maryland.
3. Upon information and belief, Defendant Transamerica is an Iowa corporation with a principal place of business at 600 Montgomery Street, San Francisco, California.

JURISDICTION AND VENUE

4. This action arises under the patent laws of the United States, 35 U.S.C. § 271 *et seq.*, and the Maryland Uniform Trade Secrets Act, Md. Com. L. Code, §§ 11-1201 *et seq.* This Court has jurisdiction under 28 U.S.C. §§ 1331, 1332(a), 1338(a), and 1367(a) under the doctrine of pendent jurisdiction. Count II, relating to the misappropriation of trade secrets under the Maryland Uniform Trade Secrets Act, exceeds an amount in controversy of \$75,000.

5. This Court has personal jurisdiction over Aegon because it maintains a principal place of business in Maryland and, upon information and belief, makes, uses, sells and/or offers to sell infringing products in Maryland.

6. This Court has personal jurisdiction over Transamerica because Transamerica makes, uses, sells and/or offers to sell the infringing product or products in Maryland.

7. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), (c), and (d) and § 1400(b).

VSC'S BUSINESS, PRODUCTS AND PATENTS

8. VSC is the owner of United States Patent No. 7,370,000 B2 entitled "System and Method for Providing Additional Insurance" (hereafter, the '000 Patent), which relates to a system and method for providing additional insurance to an insured party to increase a total benefit amount of insurance.

9. VSC creates and develops important risk protection products, such as MoreLife™, which provide consumers with substantial financial security at low prices.

10. Many owners of insurance policies seek to purchase easily and inexpensively more insurance when they want it. However, such policyholders have limited energy, time, and patience for the somewhat lengthy insurance application and sales process, comparative

shopping, and the uncertainty of the insurance policy approval process, particularly if it requires an additional medical examination.

11. VSC's '000 Patent, and in particular, its MoreLife™ product makes it possible for any insurance carrier, under license from VSC, to sell safely additional insurance coverage to qualified former or current policyholders of certain competitive insurance companies without requiring these policyholders to undergo an additional physical exam. To accomplish this objective, VSC's MoreLife™ product relies upon the original underwriting process previously performed, evaluated, approved, and paid for by the previous insurance carrier.

12. VSC offers licenses that practice the technology claimed in the '000 patent for sale and distribution to insurance companies throughout the world.

VSC'S CONFIDENTIAL RELATIONSHIP AND CONFIDENTIALITY

AGREEMENT WITH AEGON

13. Upon information and belief, Aegon is one of the world's largest providers of life insurance, pensions and long-term savings and investment products. Upon information and belief, Aegon acquired Defendant Transamerica on or about 1999 and Transamerica is still owned by Aegon.

14. On or about July 1, 1999, VSC made a confidential presentation to Aegon personnel about, among other things, the MoreLife™ product. After the meeting, VSC continued to provide confidential and proprietary information on the MoreLife™ product, and on or about November 12, 2001, VSC and Aegon entered into a Mutual Confidentiality Agreement covering all prior and future confidential disclosures. Pursuant to this Agreement, VCS further disclosed highly confidential and proprietary information relating to the technology covered by the '000 Patent as well as confidential and proprietary business information.

15. The Mutual Confidentiality Agreement required the parties to: (1) hold each other's confidential information in the strictest confidence; (2) restrict disclosure to employees on a need-to-know basis; (3) not commercially exploit the other's confidential information for its own benefit or for the benefit of any third party or use the other's confidential information to the injury of the other party; and (4) advise their employees and independent contractors of the obligations under the Mutual Confidentiality Agreement.

16. The Mutual Confidentiality Agreement further contained a covenant not to compete. Pursuant to this provision and in recognition of the unique nature of VSC's proprietary technology, Aegon agreed that it would not "directly or indirectly commercially exploit the VSC Products [including VSC's MultiLife, MoreLife™ and MoreLife™--Easy Rider] or any Substantially Similar VSC Product in the absence of doing so under a mutually satisfactory signed agreement with VSC." Further, Aegon agreed that, it received no license rights in and to VSC's proprietary technology and acknowledged that, prior to entering into an agreement with VSC, Aegon had not made or marketed any VSC product (which were the subject of pending patent applications) or any products that was substantially similar to any VSC product.

17. Given the nature of the confidential information to be shared by VSC and Aegon, the Mutual Confidentiality Agreement was perpetual and did not include a termination provision.

18. Pursuant to this Mutual Confidentiality Agreement, VSC allowed Aegon to conduct, among other things, confidential focus group testing on products covered by the '000 Patent along with other VSC inventions.

19. On or about May 27, 2004, Aegon sent a proposed "First Addendum to the Mutual Confidentiality Agreement" to VSC, which provided that the underlying agreement would terminate within ninety days of execution of the proposed addendum.

20. VSC refused to execute the proposed addendum.

21. Thereafter, on or about June 21, 2004, Aegon sent a notice to VSC in which it purported to terminate the Mutual Confidentiality Agreement. This occurred despite the provision in the Mutual Confidentiality Agreement that “this Agreement may not be modified except by an underwriting signed by each of the parties.” Thus, the Mutual Confidentiality Agreement remains in effect.

TRANSAMERICA’S USE OF VSC’S CONFIDENTIAL INFORMATION

22. Upon information and belief, Transamerica is a wholly owned subsidiary of Defendant Aegon.

23. Upon information and belief, Aegon, without authorization from VSC, shared VSC’s proprietary and confidential information relating to its technology and business confidential information covered by the ‘000 Patent with Transamerica.

24. Upon information and belief, Transamerica recently began to manufacture, use, sell and/or offer for sale in Maryland and elsewhere in the United States the Transamerica Opportunity Program (or “TOP”), which incorporates the system and method claimed in the ‘000 Patent.

25. According to its website located at www.transactrls.transamerica.com, the Transamerica Opportunity Program “offers qualifying clients a way to increase existing term life coverage ... with accelerated underwriting and no medical exams. TOP Program is designed as additive coverage not as replacement coverage. Under TOP, Transamerica modifies initial underwriting requirements for qualifying individuals, who were previously issued a term life policy that was fully underwritten with blood work and issued as Preferred or Standard policy from identified qualified carrier[.]”

26. The Transamerica Opportunity Program incorporates and commercializes the system and method claimed in the '000 Patent and practiced by VSC in the MoreLife™ product disclosed to Transamerica's parent, Aegon, pursuant to the Mutual Confidentiality Agreement.

**COUNT I
(INFRINGEMENT OF U.S. PATENT NO. 7,370,000)**

27. Plaintiff re-states and incorporates paragraphs 1-26 of this Complaint as if fully set forth herein.

28. VSC is the owner of and has full right, title, and interest in and to U.S. Patent No. 7,370,000 with the exclusive right to sue and collect damages for past, present, and future infringement thereof.

29. In violation of one or more sections of 35 U.S.C. § 271, Aegon and Transamerica have infringed, and continue to infringe the '000 Patent by making, using, selling, and/or offering to sell its Transamerica Opportunity Program in Maryland and elsewhere in the United States.

30. Defendants' infringement is willful, entitling Plaintiff to treble damages and attorneys' fees.

31. Defendants' infringement of the '000 Patent is causing Plaintiff reparable and irreparable harm.

32. Defendants' infringement will continue to injure Plaintiff and cause Plaintiff to suffer financial damage in an amount to be proven at trial.

**COUNT II
(MISAPPROPRIATION UNDER THE
MARYLAND UNIFORM TRADE SECRETS ACT)**

33. Plaintiff re-states and incorporates paragraphs 1-32 of this Complaint as if fully set forth herein.

34. VSC asserts a claim of misappropriation under the Maryland Uniform Trade Secrets Act, Md. Com. L. Code, §§ 11-1201 *et seq.*

35. The amount in controversy in this trade secret action exceeds \$75,000.

36. VSC is in the business of inventing, developing and licensing its own insurance-related and other technology and products in the United States and around the world.

37. Defendants sell insurance products in Maryland and in the United States that practice the invention claimed in the '000 Patent.

38. Between July 1999 and May 2005, pursuant to the confidential relationship between VSC and Aegon, and later pursuant to the restrictions contained in Mutual Confidentiality Agreement with Aegon, VSC disclosed to Aegon confidential and proprietary information relating to its MoreLife™ product and the invention now claimed in the '000 Patent.

39. As a party to the Mutual Confidentiality Agreement, Aegon had a duty not to disclose VSC's trade secrets and proprietary information.

40. Upon information and belief, in violation of the Mutual Confidentiality Agreement, Aegon disclosed VSC's confidential and proprietary information to Transamerica.

41. VSC diligently protects its trade secret and proprietary information relating to its MoreLife™ product. Proprietary information about MoreLife™ is disclosed only to third parties that execute an appropriate agreement. Even with these restrictions, distribution of VSC's confidential information is limited to a need-to-know basis. Proprietary and Confidential information relating to VSC's MoreLife™ product, such as actuarial studies and marketing strategies, is kept confidential by VSC, is maintained on VSC's proprietary computer systems, and is not generally known or available to the public. VSC has taken reasonable efforts under the circumstances to maintain the aforementioned technical information secret or confidential.

VSC employees are required to maintain the confidentiality of such technical information, and such is not generally disclosed to the public. This information is sufficiently secret to derive economic value from not being generally known to VSC's competitors who could derive economic value from its disclosure.

42. Aegon misappropriated VSC's trade secrets knowing full-well that such information was the property of VSC and valuable to VSC.

43. Upon information and belief, Transamerica knew, or had reason to know, that Aegon used improper means to acquire VSC's trade secrets and that such trade secrets were incorporated into its Transamerica Opportunity Program product line sold in the United States.

44. The Transamerica Opportunity Program product sold by Transamerica in the United States incorporates, without VSC's permission, VSC's trade secrets misappropriated by Aegon.

45. Upon information and belief, Transamerica knew or had reason to know that its Transamerica Opportunity Program sold in the United States incorporates VSC's trade secrets misappropriated by Aegon.

46. Upon information and belief, Defendants' acts of misappropriation are willful.

47. Defendants' act of trade secret misappropriation has caused reparable and irreparable damage to VSC, and VSC will continue to suffer damage unless Defendants are enjoined.

WHEREFORE, VSC prays that the Court:

A. Enter judgment that one or more of the Defendants have infringed U.S. Patent No. 7,370,000;

B. Enter judgment that such Defendants' acts of patent infringement are willful;